



May 17, 2022

VIA ECF

Hon. Cheryl L. Pollak, USMJ
United State District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: *Fuentes v. CCNGJG Enterprises, Inc.*, 19-cv-7113

Dear Judge Pollak:

I represent the Plaintiff Cesar O. Fuentes (“Plaintiff”) in the above-reference matter. I write to request that the Court enter judgment against the Defendants, jointly and severally for failure to comply with the FLSA/NYLL settlement reached between the parties¹, which was approved by the Court on May 6, 2021.²

A “district court has the power to enforce summarily, on motion, a settlement agreement reached in a case that was pending before it.” *BCM Dev., LLC v. Oprandy*, 490 F. App’x 409, at *1 (2d Cir. 2013). If a defendant fails to make the promised payments, the court has inherent authority to enter judgment in the amount of the unpaid settlement. *See Minecci v. Carlyle at the Omni, Inc.*, No. 16-CV-5134 (JS) (GRB), 2019 U.S. Dist. LEXIS 32489, at *3 (E.D.N.Y. Feb. 27, 2019)(entering judgment against defendant for settlement amount of \$150,000); *United States v. Sforza*, 326 F.3d 107, 116 (2d Cir. 2003)(affirming district court’s entry of final judgment following parties’ on the record settlement).

The settlement calls for 6 payments of \$13,000.00 each, for a total amount due of \$78,000.00.³ According to the settlement agreement, the court retained jurisdiction to resolve disputes arising under the agreement.⁴

The first payment of \$13,000.00 was made. However, \$65,000.00 remains outstanding. We have unsuccessfully attempted to secure voluntary compliance with the so-ordered settlement from the Defendants.

¹ The settlement agreement is docketed as ECF 18-1.

² The order approving the settlement is docketed as ECF 19.

³ ECF 18-1 at 1, ¶ 1.

⁴ ECF 18-1 at 4, ¶ 10,



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The New York Labor Law explicitly authorizes a Court entering judgment on a wage claim to include a provision increasing the judgment by 15% if the judgment remains unpaid for a period of 90 days. NYLL §§ 198(4) & 663(4).

Conclusion

For the foregoing reasons, Plaintiff requests that the Court enter judgment against the Defendants, jointly and severally, for the sum of \$65,000.00 and that the judgment include the following provision: "If any amounts remain unpaid upon the expiration of ninety days following issuance of this judgment, the total amount of judgment shall automatically increase by fifteen percent."

Respectfully submitted

A handwritten signature in blue ink, appearing to read 'Steven John Moser', is written over a faint, light blue circular background.

Steven John Moser